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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
AT PORTLAND

CITY OF PORTLAND, a municipal
corporation,

Plaintiff,

v.

UBER TECHNOLOGIES, INC., a Delaware
corporation, and RASIER, LLC, its wholly
owned subsidiary,

Defendants.

Case No. 3:14-cv-01958-SI

**SUPPLEMENTAL DECLARATION OF
BROOKE STEGER IN SUPPORT OF
DEFENDANTS' OPPOSITION TO
PLAINTIFF'S MOTION TO REMAND**

I, Brooke Steger, hereby declare as follow:

1. I am the Seattle General Manager for Uber Technologies Inc. ("Uber"), overseeing operations in the Northwest, including Portland, Oregon and its neighboring communities where Uber's ride sharing application is available to rider and drivers. I have personal knowledge of the facts set forth in this declaration. If called as a witness, I could and would competently testify to all the facts contained herein from my own personal knowledge. In

1 this declaration, I refer to Uber and its wholly-owned subsidiary Rasier, LLC jointly as “Uber.”

2 2. On December 8, 2014, I submitted a declaration in support of Uber’s Notice of
3 Removal of this action to federal court.

4 3. In my prior declaration, I stated that if Uber were required to obtain licenses and
5 permits and change its business so that it operated as if it were a Taxicab Company or a Limited
6 Passenger Transportation Company in Portland, as described in and regulated by the Portland
7 City Code, that would cost in excess of \$100,000. I based that observation on the following:
8 Portland City Code section 16.40.190(j) requires that Taxicab Company or a Limited Passenger
9 Transportation Company pay the permit or decal fees for all vehicles partnered with the
10 company. Uber is not a Taxicab Company or a Limited Passenger Transportation Company, and
11 drivers who use the Uber app are not affiliated with Uber within the meaning of the Portland
12 City Code (that’s at the heart of this dispute). However, if Uber were, as the City seeks to
13 establish in this action, a Taxicab Company or a Limited Passenger Transportation Company,
14 and if drivers who use the Uber app were “affiliated” with Uber within the meaning of the
15 Portland City Code, then, to operate in Portland, Uber would need to pay permit fees for its
16 affiliated drivers. The permit fees are currently \$225 per vehicle. Under the City’s definition,
17 the approximate number of “affiliated” drivers that Uber expects to have by year’s end would
18 require the payment by Uber of over \$75,000 in permit fees. The initial permit fees for taxi
19 drivers are \$200 (\$100 nonrefundable application fee and \$100 initial permit fee). The driver
20 permit fees for the approximate number of “affiliated” drivers that Uber expects to have by
21 year’s end also will total in excess of \$75,000. If the city treats each Uber partner driver as its
22 own small taxi or LPT company, the permit and license fees will be even higher, because the
23 Code requires each company to obtain its own company permit

24 4. In my prior declaration, I also stated that the lost profits to Uber as a result of an
25 injunction would certainly exceed \$100,000. In reaching this conclusion, I relied on my
26 knowledge of Uber’s business operations and profits in the cities of Seattle, WA, and the

1 communities surrounding Portland, including Vancouver, in which the Uber app has been
2 available to riders and drivers for five months. In terms of user demand, drivers, and anticipated
3 growth, the Portland market is similar to Seattle. Portland is a new market and the customer base
4 is still growing. Based on Uber's profits in existing similar markets and my projections of the
5 growth of the Portland market (based on my experience in other markets, the demand in Portland
6 by both riders and drivers, and the poor taxi availability in Portland), Uber will lose between
7 \$100,000 and \$200,000 in profit by the end of the year if it is not able to operate in Portland.
8 This is a conservative estimate. This estimate is not an estimate of lost revenues, rather of lost
9 profits, meaning net profit after expenses. Lost profits will obviously be even greater the longer
10 any injunction is in place.

11 I declare under penalty of perjury under the laws of the United States that the foregoing is
12 true and correct.

13
14 Executed this 11th day of December, 2014 at Portland, OR.

15
16 
17 _____
18 Brooke Steger